

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE See Block #2		PAGE OF PAGES 1 of 3									
2. AMENDMENT/MODIFICATION NO. N66001-02-R-5021 0001			3. EFFECTIVE DATE 14 MAY 2002		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)								
6. ISSUED BY D212 CODE SPAWAR SYSTEMS CENTER, SAN DIEGO 53560 HULL ST., BLDG A33, RM 1602W SAN DIEGO CA 92152-5001 CODE 2211 RACHEL KRIESCHER 619-553-6730 KRIESCHE@SPAWAR.NAVY.MIL			N66001		7. ADMINISTERED BY (If other than Item 6)			CODE							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)					(X)			9A. AMENDMENT OF SOLICITATION NO. N66001-02-R-5021							
								9B. DATED (SEE ITEM 11)							
								10A. MODIFICATION OF CONTRACT/ORDER NO.							
								10B. DATED (SEE ITEM 13)							
CODE		FACILITY CODE													
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS															
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.															
12. ACCOUNTING AND APPROPRIATION DATA (If required)															
13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.															
<input checked="" type="checkbox"/> (X) <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">A.</td> <td>THIS CHANGE ORDER IS ISSUED PURSUANT TO: () THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.</td> </tr> <tr> <td>B.</td> <td>THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td>C.</td> <td>THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td>D.</td> <td>OTHER (Specify type of modification and authority)</td> </tr> </table>								A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: () THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.	B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	D.	OTHER (Specify type of modification and authority)
A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: () THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.														
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).														
C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:														
D.	OTHER (Specify type of modification and authority)														
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.															
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this Amendment is to provide responses and clarifications to the below inquiries submitted in response to Solicitation N66001-02-R-5021. See Page 2 and 3.															
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.															
15A. NAME AND TITLE OF SIGNER (Type or print) 15B.				16A. NAME AND TITLE OF SIGNER (Type or print)											
				JAMES E. SMITH JR. <i>yes</i>											
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED									
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)											

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV.10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Question: Section H-349 para 1(f)(page 28 of 41): There are times when personnel may exceed the eight-hour restriction called out in this paragraph when on travel status. This may not be consistent with company timecharging practices, particularly when travel occurs after several hours were worked in the office. Please clarify how the Government prefers to approach this given contractor timecharging practices.

2. Question: Section H-349 para 8 (page 29 of 41): The costs for usage or rental of General Purpose Office Equipment including but not limited to typewriters, work processing machines, computers, computer item, printers, reprographic and xerographic copying machines, telecopiers, telephones, and postage are considered overhead expenses and shall not be directly reimbursable under this contract. This statement conflicts with our disclosure statement on the treatment of these costs in our accounting system. Section L, page 11 of 11, (5) OTHER, provides direction to propose Other Direct Costs which are applicable to the cost proposal and that the decision as to whether costs are handled as direct or indirect rests with the Offeror but shall be consistent with the Offeror's approved cost accounting practices as disclosed in the Offeror's Disclosure Statement. Please clarify how the Government prefers to approach this given contractor disclosure statement requirements.

Response for Questions 1 and 2:

Clause H-349 is replaced in its entirety as follows:

H-349 REIMBURSEMENTS UNDER COST REIMBURSEMENT OR TIME-AND -MATERIAL OR LABOR-HOUR CONTRACTS (MAR 2000)

(a) Office Equipment

The costs for acquisition, usage or rental of General Purpose Office Equipment including, but not limited to, typewriters, word processing machines, computers, computer time, printers, reprographic and xerographic copying machines, telecopiers, telephone equipment, and postage machines are considered overhead expenses and shall not be directly reimbursable under this contract. Such costs shall be included in the hourly rates payable under paragraph (a)(1) of the FAR 52.232-7 "Payments under Time-and-Material and Labor-Hour Contracts" clause, if this is a time-and-material or labor-hour contract. These overhead expenses will be reimbursed to the contractor as indirect costs under the FAR 52.216-7 "Allowable Cost and Payment" clause, if this is a cost-reimbursement contract.

(b) Overtime/Holiday Rate

(1) Overtime is defined as time worked in one workweek in excess of 40 hours in such workweek. Holiday time is defined as any time worked on a legal Federal Holiday. Legal Federal holidays for the purpose of this contract are listed below:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(2) Overtime and/or holiday work may be worked by the Contractor only to the extent it is specifically authorized in writing, by the ordering activity on individual orders placed under the contract. No additional hours of overtime may be worked without additional written authorization.

(3) Unless the contractor states otherwise in contractor's proposal it will be deemed that the contractor shall observe the same holidays as the Government and shall otherwise be open for business Monday through Friday during the performance of the contract.

3. Question: Section L-317, 1.0 Volume II instructions page 3 of 3: It is noted that electronic copy of the cost proposal is to be submitted on a 3.5 inch, double sided, high density functional computer diskette in Microsoft Excel 5.0 (or later) compatible format. Is it acceptable to submit this data on a CD?

Response: Yes, you may submit data on a CD as long as it meets the same requirements stated in L-317.

4. Question: Section L-317, 2.0 Format, page 3 of 3: Paragraph (b) states that the offeror's proposal shall be prepared on standard 8 1/2" by 11" paper, double-spaced with 1" margins. Paragraph (c) goes on to state that the type used shall be no smaller than 10-pitch pica. Is it acceptable to use a font of 10 in Times, at one and half or single spacing? In addition does the font requirement apply to the pricing tables?

Response: The type shall be no smaller than 10-point font. This applies to the entire proposal. The offeror's proposal shall be prepared on standard 8 1/2" by 11" paper, double-spaced with 1" margins. Double space applies to all except the reference information sheet.

5. Question: Section L-349: Section L-349 is referenced in Section L Volume II instructions but is not found after L-348. We assume that the title of "52.215-20, Requirements for Cost or pricing Data or Information Other Than Cost or Pricing Data..." was meant to be labeled as Section L-349. Please confirm.

Response: No. The numbers and titles of the clauses and provisions are correct. Unfortunately, due to software problems, the clauses and provisions are not in numerical order.

6. Question: Section L-348 directs the offeror to provide information on our processes for selecting subcontractors, how we plan to protect intellectual property, the use of independent advisors in the subcontractor process, source selection personnel isolation procedures, and an assessment of the benefits of dual sourcing versus the potential costs of doing so. Further, Section L-348 states our response to these 5 items be included in Volume I. Does the Government want this information in the Written Capability Volume I instead of Volume II, Cost? There are no instructions or evaluation factors for the Written Capabilities Volume that would indicate that this information can be evaluated and scored. Please clarify.

Response: Provision L-348 is deleted in its entirety.